

ANY OBJECTIONS TO THE MOTION SHALL BE FILED ON OR BEFORE NOVEMBER 4, 2022.

In re:

Debtor: Solar Wolf Energy Inc

Chapter
Case No. Ct File 22-40693

Pursuant to 11 U.S.C. §362(d)(1), Fed. R. Bankr. P. 4001(a) and Local Rule 27, **Frederic Jaffre** (Collectively "Movants") move the Court to lift the automatic stay according to **SolarWolf Energy Inc** ("Debtor") in order to allow **Frederic Jaffre** to arbitrate the dispute with the Debtor within a private arbitration services program ("Program"), approved by the Director of the Office of Consumer Affairs and Business Regulation pursuant to M.G.L. c. 142A, §4. Under the Program, the Movants may recover **\$27,000** unsecured claim in full from non-Debtor funds held by the Massachusetts Residential Contractor's Guaranty Fund ("Fund"), established pursuant to M.G.L. c. 142A §5. In support, the Movants say:

1. The Debtor, a registered Massachusetts home improvement contractor, filed his voluntary Chapter 7 petition on September 23, 2022.
2. The Debtor agreed to perform home improvements on Movants' residence, located at **78 Curley Blvd North Falmouth MA 02556** ("Property") per a written contract dated **4/18/2021** ("Contract"). The Debtor failed to perform under the Contract in a workmanlike manner, resulting in damages to the Property exceeding **\$27,000** which are the basis of Movants' claim. A true and correct copy of the Contract is attached as Exhibit "A".
3. The Movant(s) did not obtain a pre-petition judgment on their claim from a court of competent jurisdiction.